

## REMARKS

### Claim Rejections Pursuant to 35 U.S.C. 103

35 USC 103(a) recites:

[a] patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

MPEP 706.02(j) recites:

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the references or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art references (or references when combined) must teach or suggest all claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

## **Office Action Paragraph 2**

The Examiner rejects claims 1-4, 6-15, 17-24, and 35-40, pursuant to 35 U.S.C. 103(a), as unpatentable over U.S. Patent No. 4,831,526 to Luchs et al. in view of Instant Auto Insurance Quotes Now available at Quotesmith.com. The reference is a press release by Robert Bland, President of Quotesmith.com Insurance Services, dated October 15, 1998 and, as of the Applicant's search date September 20, 2001, may be located at the following website:

[http://investor.quotesmith.com/ireye/ir\\_site.zhtml?ticker=QUOT&script=410&layout=7&item\\_id=52750](http://investor.quotesmith.com/ireye/ir_site.zhtml?ticker=QUOT&script=410&layout=7&item_id=52750).

## **Claim 1 Rejections**

The Examiner rejects claim 1. The response is given accordingly.

The Office Action states:

Luchs et al fails to teach the claimed issuing the policy upon electronic acceptance of the user when all steps are completed during a single user session.

Thus, Applicants note with appreciation the agreement of the Examiner with Applicants' Response of June 21, 2001.

However, the Office Action further states:

Bland teaches a system of receiving instant automobile insurance quotes from over 300 insurance companies on the Internet and if the customer is satisfied with the quote the policy could be purchased immediately on-line (see: paragraph 1 and 3).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the insurance application system as taught by Luchs et al. with the insurance quotes system as taught by Bland in order to facilitate the process of getting insurance

quotes because this would allow the user to receive the most accurate, thorough and lowest automobile insurance coverage available.

Applicant respectfully traverses the conclusion concerning the Bland reference.

Claim 1 need not be directed to receipt of the most accurate, thorough or lowest rate insurance coverage available. Additionally, Bland does not address the activation of coverage, but rather Bland refers to a system of receiving automobile insurance quotes over the Internet. Thus, although it may be possible to purchase a policy on-line, the Bland reference does not disclose that the step of "issuing the policy upon electronic acceptance thereof by the user, wherein all of the steps of said method occur during a single user session on the computer network" as recited in claim 1 of the instant Application, because only the purchase of, and not the issuance of, the policy occurs during "a single user session".

The "issuing the policy" as recited in claim 1 encompasses not only providing the ability to view the policy, but also having the policy become effective. Claim 1 specifies that the step of issuing the policy, that is, activation of the policy, occurs during a single user session.

The Examiner is referred to pages 21-22 of the instant application:

The user is given an opportunity to accept the policy electronically in step 214 by clicking on region 664, which is labeled "I accept". Doing so results in the issuance of the policy to the user (step 216). The user may print or save the policy from his Web browser. In addition, the user may return to the Web site to view the policy at any time... If payment is made, the insurance is automatically activated during the user session.

Bland does not disclose that a policy will be activated , i.e. "issued," to a user during a single user session. Indeed, a user of the Quotesmith.com website cannot expect to purchase an insurance policy and have it issue in a single user session. The user of the Quotesmith.com website may pay for the policy, but the policy is not issued.

Information on policy issue or activation is provided to the user of the Quotesmith.com website when the user begins an application for auto insurance. While applying for a policy of insurance for an automobile on the Quotesmith.com website, the user may view the Auto FAQs on the "Start a new auto quote now!" page. The location of this web-page reference, on September 20, 2001, is:

<https://quotesmith.com1.comparisonmarket.com/quotesmith/faqs.asp#Whencanmypolicystart>

For the Examiner's convenience, a copy of the Auto FAQs is attached to this Office Action reply, and a copy of these relevant pages is filed simultaneously herewith in an Information Disclosure Statement. One of the FAQs asks: "When can my policy start?"

NOTE: See page 5 of 6 in the attachment. The relevant answer is provided as:

**"When can my policy start?"**

This will vary by company. In many cases, this can start as early as tomorrow. In some other cases, companies offering preferred rates (the lowest possible rates) may require that the policy begin as much as five days from your application date.

The answer to the FAQ as stated above clearly indicates that a policy of insurance cannot be issued or activated to a purchasing user of the Quotesmith.com web site until, at the earliest, the next day. Indeed, it may take as many as five days for a policy of insurance to become active and issue to the user, and surely a user is not expected to remain on-line for one to five days.

Therefore, neither Bland nor the Quotesmith site disclose the step of "issuing the policy upon electronic acceptance thereof by the user wherein all of the steps of said method occur during a single user session on the computer network" as recited in claim 1 of the

instant Application. Luchs fails to teach all of the claim limitations of claim 1 as expressed by both the Office Action Reply dated June 21, 2001 and the Examiner's comments in the present Office Action. Thus, the combination of Luchs and Bland fails to teach all of the claim limitations of claim 1 of the present Application, and, therefore, the 35 U.S.C. 103(a) rejection of claim 1 is traversed.

#### **Claims 2-4 and 12 Rejections**

The Examiner rejects the dependent claim 2-4 and 12 pursuant to 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 4,831,526 to Luchs et al. in view of Instant Auto Insurance Quotes Now available at Quotesmith.com to Bland.

Claims 2-4 and 12 are dependent on claim 1. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 1 above, the dependent claims 2-4 and 12 are allowable because of an ultimate dependence on allowable independent claim 1. Therefore, the 35 U.S.C. 103(a) rejection of claims 2-4 and 12 is respectfully traversed.

#### **Claim 13 Rejection**

The Examiner rejects the independent claim 13. The response is given accordingly:

Claim 13 is an independent method claim for processing an application for an amendment for an existing policy of insurance, including a claim limitation requiring that the ordering and issuance of the policy occur during a single user session. Therefore the claim 13 rejection is respectfully traversed for at least the reasons set forth hereinabove.

**Claim 14 Rejection**

The Examiner rejects the independent claim 14. The response is given accordingly:

Claim 14 is an independent claim directed to a computer system processing an application for a policy of insurance, and includes a claim limitation requiring the issuance of the policy occur during the user session. Therefore the claim 14 rejection is respectfully traversed for at least the reasons set forth hereinabove.

**Claim 15 Rejection**

The Examiner rejects the dependent claim 15. The response is given accordingly:

Claim 15 is dependent on claim 14. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 14 above, dependent claim 15 is allowable because of its ultimate dependence on allowable independent claim 14. Therefore, the 35 U.S.C. 103(a) rejection to claim 15 is respectfully traversed.

**Claim 17-22 Rejection**

The Examiner rejects the dependent claims 17-22. The response is given accordingly:

Claims 17-22 are dependent on claim 14. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 14 above, dependent claims 17-22 are allowable because of an ultimate dependence on allowable independent claim 14. Therefore, the 35 U.S.C. 103(a) rejection of claims 17-22 is respectfully traversed.

### **Claim 23 Rejection**

The Examiner rejects independent claim 23. The response is given accordingly:

Claim 23 is an independent claim directed to a computer system processing an application for a policy of insurance, and includes a claim limitation requiring the issuance of the policy occur during the user session. Therefore the claim 23 rejection is respectfully traversed for at least the reasons set forth hereinabove.

### **Claim 24 Rejection**

The Examiner rejects the dependent claim 24. The response is given accordingly:

Claim 24 is dependent on claim 23. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 23 above, dependent claim 24 is allowable because of its ultimate dependence on the allowable independent claim 23. Therefore, the 35 U.S.C. 103(a) rejection of claim 24 is respectfully traversed.

### **Claims 26-31 Rejection**

The Examiner rejects the dependent claims 26-31. The response is given accordingly:

Claims 26-31 are dependent on claim 23. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 23 above, dependent claims 26-31 are allowable because of an ultimate dependence on allowable independent claim 23. Therefore, the 35 U.S.C. 103(a) rejection to claims 26-31 is respectfully traversed.

### **Claim 32 Rejection**

The Examiner rejects independent claim 32. The response is given accordingly:

Claim 32 is an independent claim directed to computer readable medium tangibly embodying instructions which implement, in part, issuing a policy of insurance during a single user session. Therefore the claim 32 rejection is respectfully traversed for at least the reasons set forth hereinabove.

### **Claims 35-40 Rejection**

The Examiner rejects the dependent claims 35-40. The response is given accordingly:

Claims 35-40 are dependent on claim 32. A dependent claim serves to further narrow an independent claim and as such is allowable if the independent claim on which it depends is allowable. Based on the reasoning traversing the rejection of claim 32 above, dependent claims 35-40 are allowable because of an ultimate dependence on allowable independent claim 32. Therefore, the 35 U.S.C. 103(a) rejection of claims 35-40 is respectfully traversed.

### **Office Action Paragraph 3**

The Examiner rejects claims 5, 16, 25, and 34, pursuant to 35 U.S.C. 103(a), as unpatentable over U.S. Patent No. 4,831,526 to Luchs et al. in view of "Instant Auto Insurance Quotes Now available at Quotesmith.com" to Bland, and further in view of U.S. Patent No. 6,064,987 to Walker et al.

The Office Action states that Luchs et al. combined with Bland fails to explicitly teach a method for receiving a credit card number from the applicant prior to issuance of the



policy for use in payment of premiums. The Office Action also states that Walker et al. discloses the use of credit cards to pay for any desired purchase. The Office Action states that the use of credit cards as was shown by Walker in the insurance application system as taught by Luchs et al. and Bland would facilitate the process of payment, since the use of an electronic payment system would create a more efficient and effective method of payment for the insurance policy.

MPEP 706.02(j) recites, in part:

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the references or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art references (or references when combined) must teach or suggest all claim limitations.

The Office Action fails to establish that all of the cited references teach or suggest all of the claim limitations of claims 5, 16, 25, and 34. Walker fails to teach or suggest that a policy of insurance may be issued to a user in response to the user's acceptance of a policy for insurance in a single user session. Additionally, neither Luchs nor Bland, separately or combined, teach the above limitation. Therefore, the combination of Luchs, Bland, and Walker also fails to teach the above stated limitation. Additionally, there is no suggestion in the art to combine Walker with either Bland or Luchs.

Further, claims 5, 16, 25, and 34 are dependent on claims 1, 14, 23 and 32 respectively. Dependent claims serve to further narrow the respective independent claims. Therefore, the 35 U.S.C. 103(a) rejection to claims 5, 16, 25, and 34 is traversed because of an ultimate dependence on an allowable independent claim, and for the reasons set forth hereinabove.

**Conclusion**

Applicants respectfully request reconsideration of the subject application in light of the reasons set forth herein. Applicants respectfully request early and favorable allowance action on claims 1-40.

Respectfully submitted,

**REED SMITH LLP**

A handwritten signature in black ink, appearing to read 'Thomas J. McWilliams', is written over a horizontal line.

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